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LABOUR & E.S.I. DEPARTMENT

NOTIFICATION

The 18th June 2025

**S.R.O. No. 346/2025**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Award, dated the 6th May 2025 and 5th June 2025 passed in the I.D. Case No.01 of 2024 by the Presiding Officer, Industrial Tribunal Bhubaneswar to whom the Industrial Dispute between the the Management of M/s Bharat Security Services, At/P.O. Panikoili, Dist. Jajpur-31 and Shri Nirad Kumar Sahoo, S/o Gunanidhi Sahoo, At/P.O. Ragadipada, Via/P.S. Badamba, Dist. Cuttack was referred for adjudication is hereby published in the schedule below :—

SCHEDULE

BEFORE THE INDUSTRIAL TRIBUNAL, BHUBANESWAR

INDUSTRIAL DISPUTE CASE No. 01 of 2024

Dated the 6th May 2025

*Present :*

Shri Benudhar Patra, LL.M.,  
Presiding Officer,  
Industrial Tribunal,  
Bhubaneswar.

*Between :*

The Management of  
M/s Bharat Security Services,  
At/P.O. Panikoili,  
Dist. Jajpur-31.

. . First Party—Management.

And

Shri Nirad Kumar Sahoo,  
S/o Gunanidhi Sahoo,  
At/P.O. Ragadipada,  
Via/P.S. Badamba,  
Dist. Cuttack.

. . Second Party—Workman.

**Appearances :**

None	: For the First Party—Management.
Biswajit Kanungo, Advocate.	: For Second Party—Workman.

**AWARD**

The Government of Odisha in the Labour & E.S.I. Department, have referred the following schedule of dispute for adjudication by this Tribunal vide Order No. 12596/LESI-IR-ID-0004-2021/LESI., dated the 27th December 2013.

**Schedule**

“Whether the action of the management of M/s Bharat Security Services At/P.O. Panikoili, Dist. Jajpur-31 (Outsourcing Agency ) in termination the service of Shri Nirad Kumar Sahoo, with effect from the 31st December 2018 is legal and/ or justified ? If not, what relief he is entitled to ?”

2. The case of the second party, in short, is that he was engaged to work directly under the Chief Engineer-*cum*-Project Director, CAD-PIM Directory, Project Management Unit, Deptt. of Water Resources with effect from the 1st May 2013 being sponsored by the first party, which according to the second party, is a dummy service provider and accordingly he continuously discharged his work till dated, the 31st December 2018 when all of a sudden he faced discontinuation of his service by the first party. It has specifically been pleaded by the second party that he was all along working under the direct control of the principal employer and in order to deprive him of the statutory benefits under the Labour Law the contractor (first party) was introduced by the Principal Employer. According to the second party, as the first party is an Industry and he is a workman within the meaning of the Act and further he having rendered continuous service for more than six years was entitled to the protection of Section 25 F of the Act and for noncompliance thereof his discontinuation from service amounts to termination. In the background as above the second party has prayed for his reinstatement in service with full back wages.

3. Despite all effort the first party did not enter contest in the dispute, nor filed its written statement as a result of which it was set *ex-parte* vide order, dated the 11th June 2024.

4. In course of hearing the second party examined himself as W.W. No. 1 and placed reliance on documents which have been marked as Exts. 1 to 12.

**FINDINGS**

5. In his pleading as well as evidence the second party has claimed that in view of his nature of duties he is a “workman” and so also the first party is an “Industry” within the meaning assigned under the Act, which fact has not been controverted by the first party due to its non-participation in the proceeding. In such view of the matter the Tribunal while holds the second party to be a workman and simultaneously brings the establishment of the first party within the fold of “Industry” as defined under the Act.

6. There is yet another aspect of the case on which the second party has laid much emphasis. It has been pleaded as well as stated by the second party in his evidence that he was directly engaged to work under the Chief Engineer-*cum*-Project Director, CAD-PIM Directory, Project Management Unit Deptt. of Water Resources and in order to deprive him of the statutory benefits the first party was introduced as a contractor and there for all purpose he be treated as a workman of the establishment of the Chief Engineer-*cum*-Project Director, CAD-PIM Directory, Project

Managent Unit Deptt. of Water Resources and treating termination of his service to be bad in law he be reinstated in job with full back wages. To substantiate his claim the second party has produced documents which have been marked as Exts. 1 to 4. On a scrutiny of the documents, it is found that Ext. 1 is a letter addressed to the first party approving its proposal to provide the second party to work under the CID-PIM Directorate, Project Management Unit, Bhubaneswar, Ext. 2 is the letter of the first party regarding deployment of the second party in office of the Chief Engineer-*cum*-Project Director; Ext. 3 is an experience certificate granted in favour of the second party by the Superintending Engineer(C) Level-1, CID-PIM Directorate stating the second party to have been engaged in their office as an Office Attendant from the 1st May 2013 being engaged through Service Provider and Ext. 4 is an office order, dated the 27th December 2016 disclosing deployment of the second party alongwith others under CID-PIM Directorate to discharge their respective duties as assigned by the CAD-PIM Directorate. From all the above documents there is no doubt over the fact that the second party was working under the CAD-PIM Directorate bing sponsored through the first party and for all purpose the first party was his employer. Apart from that, not a single paper is filed by the second party showing payment of his monthly wages to have been made by the CAD-PIM Directorate to substantiate his claim that the Oustsourcing Agency i.e. the first party management was introduced only for name sake and the contract between the CAD-PIM Directorate and first party was sham/ camouflages. Rather, in Para. 4 of his evidence in chief the second party has admitted that he was being paid by the Service Provider. Besides, the document available on record clearly reflect that the Chief Engineer-*cum*-Project Director, CAD-PIM Directory, Project Management Unit Deptt. of Water Resoures was the principal employer in respect of the second party within the meaning of the provisions of the Contract Labour (Regulation & Abolition) Act and the Rules thereof.

7. Next, coming to the merit of the dispute the reference being very specific to adjudicate on the legality and justifiability of the action of the first party (an Outsourcing Agency) in terminating the services of the second party with effect from the 31st December 2018 and the relief to which he is entitled, it is first to be determined as to whether the second party has established his continuous engagement under the first party so as to claim protection of the provisions of Section 25 F of the Act. In the context, it is pertinent to note that in order to claim protection of the provisions of Section 25 F of the I.D. Act; the burden is on the disputant workman to establish that he had rendered continuous service for more than 240 days preceding the date of his termination to get the relief (s). Though Section 25 F the I.D. Act is plainly intended to give relief to retrenched workman, yet the qualification for relief under Section 25 F that he should be a workman employed in an industry and has been in continuous service for not less than one year under an employer. What is continuous service has been defined and explained in Section 25 B of the I.D. Act. In the present case, the provision which is of relevance is Section 25 B(2)(a)(ii) which provides that a workman who is not in continuous service for a period of one year shall be deemed to be in continuous service for a period of one year if the workman during a period of twelve calendar months preceding the date with reference to which the calculation is to be made, has actually worked under the employer for not less than 240 days. In this connection, a refernce may be made to the case of R.M. Yellatti V. The Asst. Executive Engineer (JT 2005 (9) SC 340), wherein their Lordships of the Hon'ble Apex Court have held as follows :—

“Analyzing the above decisions of this court, it is clear that the provisions of the evidence Act in terms do not apply to the proceedings under Section 10 of the Industrial Disputes Act. However, applying general principals and in reading the aforesated judgments, we find that this court has repeatedly taken the view that the burden of proof is on the claimant to show that he had worked for 240 days in a given year. This burden is discharged only upon the workman stepping in the witness box. This burden is discharged upon the workman adducing cogent evidence, both oral and documentary. xx xxxx”.

8. In the case in hand, as it seems from the documentary evidence marked Ext. 10 the second party was engaged by the first party to work under the Chief Engineer-*cum*-Project Director, Project Management Unit Water Resources Department from the 29th April 2013 till 31st December 2018 i.e. for a period of more than five years. It further reveals from Ext. 10 that as per the stand of the first party before the A.L.O., Bhubaneswar this is not a case of termination of service of the second party, rather he did not continue in the employment of the first party even though its contract was extended till 31st March 2019 and abruptly absconded from his duty and communicated telephonically not to continue with the employment. The plea of the first party that the second party abruptly absconded from his duty is found to be not all believable, as the first party neither entered contest in the dispute, nor laid any evidence to substantiate the above plea. On the other hand, it is the categorical stand as well as evidence of the second party that as he had rendered service for more than 240 days preceding the date of his disengagement he was entitled to the protection of the Act. There being no evidence available on record that the first party has complied with the provisions of Section 25 F of the Act while putting an end to the engagement of the second party with effect from the 31st December 2018, I am inclined to hold that the action of the first party in terminating the service of the second party is neither legal nor justified.

9. Now coming to the question of relief to which the second party is entitled, needless to mention here that the second party was an outsourced employee and was under the first party for a period of more than five years. There is dearth of evidence that the first party is still continuing as a Service Provider and has availed contract from the Chief Engineer-*cum*-Project Director, CAD-CIM Directorate. In view of the above, the Tribunal taking into consideration the status, length of employment and the age of the second party, feels it expedient to award some monetary compensation in his favour instead of passing an order for his reinstatement in service and back wages. Accordingly, taking stock of the situation, this Tribunal awards a monetary compensation of Rs. 50,000 (Rupees fifty thousand) only to the second party. It is made clear that the awarded compensation is to be paid to the second party by the first party and in case the first party fails to implement the 'Award', the same can be realised by the second party in accordance with law.

The reference is answered accordingly.

Dictated and corrected by me.

BENUDHAR PATRA  
6-05-2025  
Presiding Officer  
Industrial Tribunal, Bhubaneswar.

BENUDHAR PATRA  
6-05-2025  
Presiding Officer  
Industrial Tribunal, Bhubaneswar.

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[No. 5623—LESI-IR-ID-0004-2021-LESI]

By order of the Governor  
MADHUMITA NAYAK  
Special Secretary to Government

Extract of orders passed by the Presiding Officer, Industrial Tribunal Bhubaneswar in I.D. Case No.01 of 2024 (Between Shri Nirad Kumar Sahoo and M/s. Bharat Security Services)

xx                      xx                      xx                      xx                      xx                      xx

35.      Dt. 05-06-2025

The record is placed before me for perusal, as the Government in Labour & E.S.I. Department vide its Letter No. 5267/LESI-IR-ID-0004-2021/LESI, dated the 4th June 2025 has brought it to the notice of the Tribunal that although the address of the first party M/s Bharat Security Service is mentioned as At/P.O. Panikoili, Dist. Jajpur-31 in the schedule of reference, yet the cause title of the 'Award' reflects the address as At/P.O. Panikoili, Dist. Jaupur-31. A request is therefore made to effect necessary correction at this end.

Perused the record, particularly the address of the first party as mentioned in the schedule of reference. On scrutiny it is found that the address At/P.O. Panikoili, Dist. Jaupur-31, as reflected in cause, title of the 'Award', is a typographical error and therefore, taking recourse to the provision of Rule-29 of the Orissa Industrial Disputes Rules, 1959 the same is corrected as "At/P.O. Panikoili, Dist. Jajpur-31.

Office to carry out necessary correction in the cause, title of the 'Award'.

Send an extract of the order to the Labour & E.S.I. Deptt., Government of Odisha for further necessary action at their end.